



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

DECEMBER 04, 2001

PTAS

FOLEY & LARDNER  
M. REED STAHELI  
FIRSTAR CENTER  
777 EAST WISCONSIN AVENUE  
MILWAUKEE, WI 53202-5367

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/01/2001

REEL/FRAME: 012207/0665  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

STARK, ANN M.

DOC DATE: 08/13/2001

ASSIGNEE:

MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 08/28/2001

ASSIGNEE:

PORTER, MICHAEL A.

DOC DATE: 08/27/2001

ASSIGNEE:

PURTLE, IAN

DOC DATE: 08/27/2001

ASSIGNEE:

SATYAVOLU, JAGANNADH V.

DOC DATE: 08/27/2001

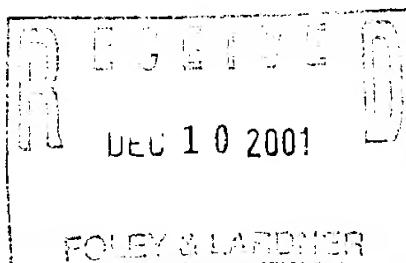
ASSIGNEE:

SPERBERT, WILLIAM H.

DOC DATE: 09/06/2001

ASSIGNEE:

CARGILL, INC.  
15407 MCGINTY ROAD W.  
WAYZATA, MINNESOTA 55391



FOLEY & LARDNER

012207/0665 PAGE 2

SERIAL NUMBER: 09883849  
PATENT NUMBER:

FILING DATE: 06/18/2001  
ISSUE DATE:

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

10-04-2001

Atty. Dkt. No. 023829-0129

U.S. DEPARTMENT OF COMMERCE

RE



SHEET

Patent and Trademark Office

101865199

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Ann M. Stark  
 Harapanahalli S. Muralidhara  
 Michael A. Porter  
 Ian Purtle  
 Jagannadh V. Satyavolu  
 William H. Sperber

*10-130*

## 2. Name and address of receiving party(ies):

Cargill, Inc.  
 15407 McGinty Road W.  
 Wayzata, Minnesota 55391

Additional conveying party(ies)

NO

## 3. Nature of conveyance:

**ASSIGNMENT**

Execution Date:  
 August 13, 2001  
 August 28, 2001  
 August 27, 2001  
 August 27, 2001  
 August 15, 2001  
 September 6, 2001

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/883,849

B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli  
 FOLEY & LARDNER  
 Firststar Center  
 777 East Wisconsin Avenue  
 Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

 Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

## 9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

M. Reed Staheli

9/25/01

Name of person signing  
09/25/2001 LMUELLER 00000161 09883849Signature  
Registration No. 47,949

Date

1 FC:581

40.00 CP

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT AND AGREEMENT

WHEREAS, Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405 and William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PROTEIN SUPPLEMENTED FROZEN DESSERT COMPOSITIONS** (Atty. Dkt. No. 023829-0129) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,849; and

WHEREAS, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,

oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

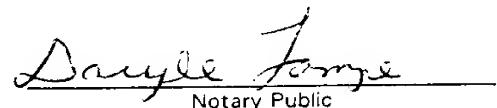
Executed this 13<sup>th</sup> day of August, 2001.



ANN M. STARK

State of IOWA)  
County of LINN)  
iss.

On this 13<sup>th</sup> day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: MAY 6, 2004

(Seal)



Executed this 28 day of Aug, 2001

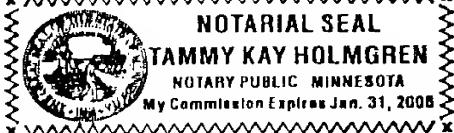
HARAPANAHALLI S. MURALIDHARA

HARAPANAHALLI S. MURALIDHARA

State of Minnesota)  
ss.

County of Minneapolis)

On this 28<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren  
(Notary Public)

My Commission Expires: 1/31/05

(Seal)

Executed this 27 day of August, 2001.

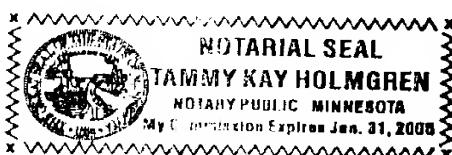
MICHAEL A. PORTER

MICHAEL A. PORTER

State of Minnesota)  
ss.

County of Minneapolis)

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren  
(Notary Public)

My Commission Expires: 1/31/05

(Seal)

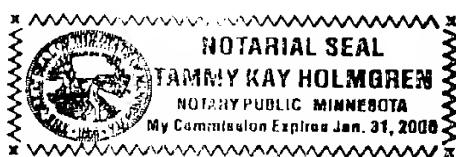
Executed this 27<sup>th</sup> day of August, 2001.

  
IAN PURTLE

State of Minnesota)  
County of Hennepin)  
iss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

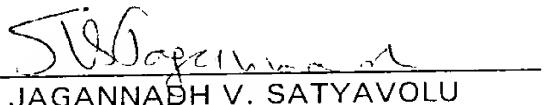
(Seal)



  
Tammy Kay Holmgren  
Notary Public

My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

  
JAGANNADH V. SATYAVOLU

State of Florida)  
County of Levin)  
iss.

On this 15<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

  
Nancy A. Peters  
Notary Public

My Commission Expires: 9/12/2003